

**BOARD OF GOVERNORS
FIRE AND AMBULANCE DISTRICT 1
AGENDA ITEM SUMMARY**

Meeting Date: June 18, 2003

Division: County Administrator

Bulk Item: Yes _____ No X

Department: Fire Rescue

AGENDA ITEM WORDING: Approval of Contract Addendum with Advanced Data Processing, Inc. (ADPI) for Rescue Ambulance Billing and Related Professional Services, to extend the term of the Agreement for an additional one (1) year period.

ITEM BACKGROUND: On August 16, 2000, the Board approved a two (2) year agreement with ADPI for Rescue Ambulance Billing and Related Professional Services, at a rate of 7% of total collections and \$11.40 per Medicaid account. The original agreement provides the option for Monroe County to renew the agreement for two (2) additional one (1) year terms, by giving notice to the Contractor at least sixty (60) days in advance.

PREVIOUS RELEVANT BOG ACTION: On August 16, 2000, Board of Governors approved contract with ADPI for Rescue Ambulance Billing and Related Professional Services for the period of September 01, 2000 through August 31, 2002. On June 19, 2002, Board of Governors approved Contract Addendum with ADPI to extend the term of the Agreement for an additional one (1) year period through August 31, 2003. On May 21, 2003, Board of Governors approved Business Associates Addendum to ensure that ADPI is carrying out its obligation under the Health Insurance Portability and Accountability Act (HIPAA). On this date (June 18, 2003) on a previous Agenda Item, the Board approved an Assignment, Delegation and Release Agreement, which assigned the contract to the new corporate name, Advanced Data Processing, Inc. (a Delaware Corp.) formerly Advanced Data Processing, Inc. (a Florida Corp.)

CONTRACT/AGREEMENT CHANGES: The Contract Addendum will extend the term of the Agreement for the period September 01, 2003 through August 31, 2004.

STAFF RECOMMENDATIONS: Approval.

TOTAL COST: 7% of total collections and \$11.40 per Medicaid account (\$35,859.64 – FY 2002)

BUDGETED: Yes X No _____

COST TO COUNTY: same as above

SOURCE OF FUNDS: Collections from billing

REVENUE PRODUCING: Yes _____ No X **AMOUNT PER MONTH** _____ **Year** _____

APPROVED BY: County Atty X

OMB/Purchasing X

Risk Management X

DEPARTMENT HEAD APPROVAL:


Clark O. Martin, Jr.

DIVISION DIRECTOR APPROVAL:


James L. Roberts

DOCUMENTATION: Included X

To Follow _____

Not Required _____

DISPOSITION: _____

AGENDA ITEM # 23

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Advanced Data Processing, Inc.
(ADPI)

Contract #

Effective Date: September 01, 2003

Expiration Date: August 31, 2004

Contract Purpose/Description: Contract Addendum with ADPI to continue Rescue Ambulance Billing and Related Professional Services for an additional one (1) year term.

Contract Manager:	<u>Clark O. Martin, Jr.</u>	<u>6004</u>	<u>Fire Rescue / Stop #14</u>
	(Name)	(Ext.)	(Department/Stop #)

for BOCC meeting on **June 18, 2003** **Agenda Deadline: June 03, 2003**

CONTRACT COSTS

Total Dollar Value of Contract: 7% of monthly collections and \$11.40 per Medicaid account

Current Year Portion: 7%
collections/\$11.40 per Medicaid
account (\$35,859.64 – FY 2002)

Budgeted? Yes ☐ No ☐

Account Codes: 13001-530340

Grant: \$

County Match: \$

ADDITIONAL COSTS

Estimated Ongoing Costs: \$____/yr
(Not included in dollar value above)

For: _____
(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director		Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Collette</i>	5/20/03
Risk Management	5/29/03	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Bill</i>	5/29/03
O.M.B./Purchasing	5/29/03	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>John</i>	5/29/03
County Attorney	5/27/03	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Steth</i>	5/28/03

Comments:

CONTRACT ADDENDUM
for
RESCUE AMBULANCE BILLING
& RELATED PROFESSIONAL SERVICES

THIS CONTRACT ADDENDUM is made and entered into this ____ day of _____, 2003, between the Board of Governors, Fire and Ambulance District 1, of Monroe County, Florida, and Advanced Data Processing, Inc.

WHEREAS, on August 16, 2000, the parties entered into an agreement for the period of September 01, 2000 through August 31, 2002; and

WHEREAS, under the terms and conditions of the agreement, the COUNTY has the option to renew this agreement for two (2) additional one (1) year terms by giving at least sixty days notice to CONTRACTOR; and

WHEREAS, the COUNTY desires to renew this agreement for an additional one (1) year term; now therefore,

IT IS AGREED as follows:

1. The contract between the County of Monroe and Advanced Data Processing, Inc. shall be extended for the period of September 01, 2003 through August 31, 2004.

In all other respects, the agreement between the parties dated September 01, 2000 remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

BOARD OF GOVERNORS OF
FIRE AND AMBULANCE DISTRICT 1
OF MONROE COUNTY, FLORIDA

Mayor/Chairman

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY 
SUZANNE A. HUTTON

DATE 5/28/03

ADVANCED DATA PROCESSING, INC.

By: _____
Doug Shamon, CEO

**CONTRACT BETWEEN
THE COUNTY OF MONROE
AND
ADVANCED DATA PROCESSING, INC.
FOR RESCUE AMBULANCE BILLING & RELATED PROFESSIONAL SERVICES.**

THIS CONTRACT, hereinafter "CONTRACT OR AGREEMENT", made and entered into this 1st day of September, 2000 by and between MONROE COUNTY, a political subdivision of the State of Florida, with principal offices located at 490 63rd Street, Marathon, FL 33050, hereinafter referred to as the "COUNTY", and Advanced Data Processing, Inc., a Florida Corporation with principal offices located at 520 NW 165 Street, Suite 201, Miami, Florida 33169, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the parties hereto now wish to enter into an agreement, pursuant to which the CONTRACTOR will render those professional services in connection with said project as hereinafter provided;

NOW THEREFORE, the parties hereto agree as follows:

1. DEFINITION OF THE PROJECT. The objective of the project is to utilize the services of the CONTRACTOR to provide the COUNTY with ambulance billing and related services.

2. SCOPE OF SERVICES. The CONTRACTOR shall perform and carry out the work tasks presented in CONTRACTOR'S Scope of Work (Exhibit A), as summarized herein. All payments shall be paid directly to 'MONROE COUNTY BOARD OF COUNTY COMMISSIONERS' or via "Locked-Box" facility as directed by the COUNTY.

3. TIME OF PERFORMANCE. This Contract shall be effective for a two-year period from September 1, 2000 through August 31, 2002, under the terms and conditions contained herein unless otherwise terminated. The COUNTY may, at its option, renew this agreement for two (2) additional one (1) year terms under the then in force terms and conditions by giving notice to CONTRACTOR at least sixty (60) days prior to expiration of the current term. Monroe County's performance and obligation to pay under this contract, is contingent upon an annual appropriation by the Board of County Commission.

4. COMPENSATION AND METHOD OF PAYMENT. The COUNTY reserves the right to request changes in the services within the general scope of the Contract to be performed upon mutual agreement by the COUNTY and CONTRACTOR which shall specify the change ordered and the adjustment of time and compensation required therefore.

Any services added to the scope of this Contract by a change order shall be executed in compliance with all other applicable conditions of this Contract. No claim for additional compensation or extension of time shall be recognized unless contained in the duly executed change order.

The CONTRACTOR shall provide to the COUNTY a monthly invoice representing fees for the services provided computed as:

Seven percent (7%) of all monies collected by CONTRACTOR, excluding Medicaid accounts, during the previous month. Pursuant to Florida Statute 409.913(9), CONTRACTOR will include in the same invoice an amount of \$11.40 per Medicaid account for providing all billing services related to such accounts processed in the previous month. The COUNTY shall issue a check for the amount invoiced, minus any disputed amount, within thirty (30) days of receipt and acceptance of the invoice.

The COUNTY shall bear the cost of any and all Lock-box services. All other costs incurred by CONTRACTOR in the performance of services as specified herein (including, but not limited to postage, materials, communications and phone costs and, other operating costs) shall be borne by the CONTRACTOR.

5. REPORTS. The CONTRACTOR shall provide the COUNTY with status reports as set forth in Exhibit A and other reports as mutually agreed. The CONTRACTOR shall also provide changes to such reports and ad hoc report requests on a reasonable basis and as mutually agreed.

6. DATA TO BE FURNISHED BY COUNTY. The COUNTY will make available to the CONTRACTOR, for use in performance of services under this Contract, all available reports, studies or any other materials in its possession that may be useful to the CONTRACTOR. All material furnished by the COUNTY will not be disclosed to any party without the COUNTY's prior approval.

7. INDEPENDENT CONTRACTORS. The CONTRACTOR is an independent contractor and not an employee or agent of the COUNTY with the following exception:

To the extent necessary to fulfill its billing and collection efforts under the Agreement, the CONTRACTOR is authorized to sign *in an administrative capacity* for the COUNTY the following types of standard forms and correspondences only: probate filings; letters to patients or their representatives verifying that an account is paid in full; forms verifying the tax-exempt status of the COUNTY; and insurance filings and related forms. The CONTRACTOR has no authority to sign any document that imposes any liability on the COUNTY.

The CONTRACTOR shall retain full control over the employment, direction, compensation and discharge of all persons assisting in the performance of service by CONTRACTOR. The CONTRACTOR shall be fully responsible for all matters relating to payment of employees, including compliance with Social Security, withholding tax and all other laws and regulations governing such matters. The CONTRACTOR shall be

responsible for its own acts and those of its agents and employees during the term of this contract.

8. INDEMNIFICATION. The CONTRACTOR shall indemnify and hold the COUNTY harmless from any and all claims, losses and causes of actions which may arise out of the performance of this Agreement as a result of an act of negligence, of the CONTRACTOR, its employees, agents, representatives, consultants, or its SUBCONTRACTORS. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith and shall pay all costs and judgements (including, but not limited to, attorneys' fee and expenses and cost of defense provided on behalf of the COUNTY), that may issue thereon. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

Nothing contained herein is intended nor shall be construed to waive COUNTY's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

9. INSURANCE. The CONTRACTOR shall maintain the following insurance coverage:

- 1) Worker's Compensation Insurance in compliance with Florida Statutes, Chapter 440 and applicable Federal Acts as they may be amended from time to time; and
- 2) General Liability insurance in an amount no less than \$1,000,000 per occurrence.
- 3) Coverage for business interruption, destruction of data processing equipment and media, liabilities affecting accounts receivables, contracts and independent contractors and, valuable documents in an amount no less than \$100,000 aggregate;
- 4) Liability coverage for all vehicles whether owned, hired or used in the amount of \$500,000; and
- 5) Professional liability coverage in the amount of \$500,000.

Where applicable all coverage above shall be amended with MONROE COUNTY BOARD OF COUNTY COMMISSIONERS named as an additional insured. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the COUNTY by certified mail. Prior to commencing work, the CONTRACTOR shall provide COUNTY with certified copies of all insurance policies providing coverage as required. Any indemnification provisions in this Agreement are separate and apart and in no way limited by the insurance amounts stated above.

The liabilities of the CONTRACTOR under this Agreement shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverages.

10. OWNERSHIP OF DOCUMENTS. CONTRACTOR shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. The CONTRACTOR agrees that any and all documents, records, disks, and electronic data produced in the performance of this Agreement shall be the sole property of the COUNTY, including all rights therein of whatever kind except as may otherwise be provided hereinafter. Failure to turn over such documents within seven (7) days of when requested may be cause for the COUNTY to withhold payments due CONTRACTOR or to enforce this clause by legal remedies.

11. ATTACHMENTS. The following named attachments are made an integral part of this Agreement:

- A. Proposal presented to Monroe County EMS by Advanced Data Processing dated July 6, 2000 (Exhibit A attached hereto and made a part hereof) which includes the Contract with the City of Boca Raton (referenced herein as the "Piggyback").
- B. Public Entity Crime Statement and Sworn Ethics Clause

Where terms, conditions or scope of services stated in either this Agreement or the above attachments conflict, this Agreement and any superceding Amendments thereof shall prevail.

12. TERMINATION for CAUSE. During the time of this agreement the COUNTY may terminate this Agreement after first giving to CONTRACTOR notice of default and opportunity to cure the default within thirty (30) days after receipt of such notice. In the event the acts constituting default are a violation of law, CONTRACTOR shall be subject to immediate termination of contract. Notwithstanding the provisions above, the COUNTY shall not have any right to cancel this contract without cause.

Upon termination, the CONTRACTOR shall submit an invoice(s) to the COUNTY in an amount(s) that representing fees for services actually performed or obligations incurred to the date of effective termination for which the CONTRACTOR has not been previously compensated. Upon payment of all sums found due, the COUNTY shall be under no further obligation to the CONTRACTOR, financial or otherwise.

13. UNCONTROLLABLE FORCES. Neither the COUNTY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall, however, be excused from performance if non-performance is due to forces that are preventable, removable, or remediable nor which the non-performing party could have, with the exercise of reasonable diligence, prevented, prevented,

removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

14. JURISDICTION, VENUE and CHOICE OF LAW. All questions pertaining to the validity and interpretations of this Contract shall be determined in accordance with the laws of the State of Florida. Any legal action by either party against the other concerning this agreement shall be filed in Monroe County, Florida, which shall be deemed proper jurisdiction and venue for the action.

15. PIGGYBACK. It is hereby a precondition of any part of this Agreement that the Most Favorable Terms of CONTRACTOR's Agreement with the City of Boca Raton (dated March 17, 1999) shall be extended to the COUNTY including any modifications, amendments or exclusions for the term of referenced agreement. Effectively, this allows the COUNTY to piggyback the agreement with the City of Boca Raton.

16. ASSIGNMENT OF CONTRACT. The CONTRACTOR shall not sell, transfer, assign or otherwise dispose of this Contract or any part thereof or work provided therein, or of its right, title or interest therein, unless otherwise provided in the contract, without express prior consent by the COUNTY.

17. NOTICES. Delivered or mailed to such party at their respective addresses as follows:

To the COUNTY:

Monroe County EMS
490 Sixty-Third Street
Marathon, FL 33050
Attn: Teresa Gorentz, Director

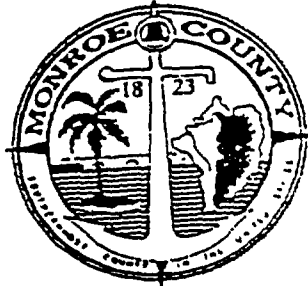
To the CONTRACTOR:

Paul Franzelas
Vice President
- Advanced Data Processing, Inc.
520 NW 165 Street Road, Suite 201
Miami, Florida 33169

18. REPRESENTATION AND WARRANTY. CONTRACTOR represents that they have experience and agrees to follow all Federal, State and Local Laws including, but not limited to, Public Records Laws and those laws and statutes applicable to discrimination.

19. ENTIRE CONTRACT. This Contract contains the entire agreement between the parties. The CONTRACTOR represents that in entering into this Contract it has not relied on any previous oral and/or implied representations, inducements or understandings of any kind or nature.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first above written:



SEAL

MONROE COUNTY

By: [Signature]
Yvonne Harper, Chairperson
Lower and Middle Keys Fire
and Ambulance District
Board of Governors

Attest: [Signature], D.C.
Danny Kolhage, Clerk of the Court
8-16-00

Advanced Data Processing, Inc.

By: [Signature]
Paul Franzelas, Vice President

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY [Signature]
DATE 8-16-00

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY [Signature]
ROBERT N. WOLFE
DATE 8-16-00

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/14/03

PRODUCER Hamilton Dorsey Alston Company 4401 Northside Pkwy Suite 400 Atlanta, GA 30327-3078 770 850-0050	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Advanced Data Processing, Inc. 520 NW 165th Street Road Suite 201 Miami, FL 33169-6303	INSURERS AFFORDING COVERAGE INSURER A. FCCI Insurance Company INSURER B. Illinois Union Insurance Company INSURER C. INSURER D. INSURER E.	NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPP0001965	10/10/02	10/10/03	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$1,000,000 \$50,000 \$5,000 \$1,000,000 \$1,000,000 \$1,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Hired Car PD Deductibles:	CA0002425 \$100 Comp. \$250 Collision	10/10/02	10/10/03	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$1,000,000 \$ \$ \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AGG AUTO ONLY.	\$ \$ \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$ \$10,000	UMB00001097	10/10/02	10/10/03	EACH OCCURRENCE AGGREGATE	\$2,000,000 \$2,000,000 \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	001WC02A51763	10/10/02	10/10/03	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$500,000 \$500,000 \$500,000
B		OTHER Errors & Omissions	BM120003667	10/10/02	10/10/03	\$2,000,000 Occ/Agg \$25,000 Retention	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS / COVERED BY ENDORSEMENT / SPECIAL PROVISIONS

APPROVED BY [Signature]
 BY 14-24-03
 DATE
 WAIVER N/A ☒ YES

RECEIVED

APR 14 - 2003

BY: [Signature]

CERTIFICATE HOLDER

CANCELLATION

Monroe County BOCC
 Attn: Darice; Room 268
 1100 Simonton St. - Room 268
 Key West, FL 33040

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Signature]